



Hosting Services

Service Schedule

June 2026 Edition

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Lanmark Limited

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1. Purpose and scope

- 1.1** This Service Schedule sets out the service-specific terms on which Lanmark provides Hosting Services to the Client. It supplements, and is to be read with, the Lanmark Master Services Agreement (MSA) and the Order Form.
- 1.2** The Service comprises three offerings, which the Client may take in any combination as identified in the Order Form:
 - (a) Co-location: Lanmark provides the Client with space for the Client's own hardware in a Lanmark-engaged third-party UK datacentre, together with power, environmental conditioning, physical security and network connectivity, as set out at Clause 3.1;
 - (b) Infrastructure-as-a-Service (IaaS): Lanmark procures, owns and operates infrastructure hardware that is rented to the Client and operated in a Lanmark-engaged third-party UK datacentre, as set out at Clause 3.2;
 - (c) Application Hosting: Lanmark hosts an application environment for the Client on Lanmark-provided infrastructure in a Lanmark-engaged third-party UK datacentre, as set out at Clause 3.3.
- 1.3** The management responsibilities of Lanmark and the Client for each engagement under this Schedule are set by the management tier identified in the Order Form, as defined at Clause 3.4 (Unmanaged Hosting, OS-Managed Hosting or Fully Managed Hosting). Application Hosting is always supplied as Fully Managed Hosting.
- 1.4** Azure management and support is not covered by this Schedule. Azure licensing is supplied through the Microsoft CSP Services Schedule. Ongoing management of a Client's Azure environment is supplied under the Azure Management Services Schedule, or (at a wider IT support level) under the IT Support Services Schedule where the Client has a Retainer Support engagement under the IT Support Services Schedule, or by separately-quoted project.
- 1.5** Hosting Services are a higher-risk Service because hosted infrastructure and applications carry direct operational consequences for the Client where they fail. This Schedule is to be read with that in mind, including the Service-specific disclaimers at Clause 9 and the Client indemnity at Clause 8.
- 1.6** Subject to Clause 1.3 of the MSA (order of precedence), this Schedule prevails over the MSA only in respect of the specific Service detail it covers and only where this Schedule explicitly states an override.

2. Definitions

The following definitions apply in this Schedule. Defined terms in the MSA have the meanings given to them in the MSA and are not redefined here.

Application Hosting means the Hosting offering described at Clause 3.3, comprising Lanmark hosting an application environment on Lanmark-provided infrastructure for the Client. Application Hosting is always supplied as Fully Managed Hosting.

Business Day means any day other than a Saturday, Sunday or English bank holiday.

Client Equipment means infrastructure hardware owned by the Client and placed in a UK Datacentre under Co-location.

Co-location means the Hosting offering described at Clause 3.1, comprising the provision of space and supporting facilities in a UK Datacentre for Client Equipment.

Datacentre Provider means the third-party operator of a UK Datacentre engaged by Lanmark to deliver the underlying datacentre infrastructure for the Service.

Fully Managed Hosting means the management tier defined at Clause 3.4.3, under which Lanmark provides and manages infrastructure, operating system and the in-scope application or workload.

IaaS means Infrastructure-as-a-Service: the Hosting offering described at Clause 3.2, comprising Lanmark-procured infrastructure hardware that is rented to the Client and operated in a UK Datacentre.

Lanmark Equipment means infrastructure hardware (including IaaS hardware and infrastructure used to deliver Application Hosting) that is owned by Lanmark and operated by Lanmark in a UK Datacentre under this Schedule.

OS-Managed Hosting means the management tier defined at Clause 3.4.2, under which Lanmark provides and manages infrastructure and operating system, with applications and data above the operating system being the responsibility of the Client.

Service means in this Schedule, the Hosting Services described in this Schedule (comprising any combination of Co-location, IaaS and Application Hosting, at the management tier identified in the Order Form).

Service Tier means the management tier identified in the Order Form for an engagement under this Schedule, being Unmanaged Hosting, OS-Managed Hosting or Fully Managed Hosting.

Support Hours means Monday to Friday, 8.00am to 6.00pm UK time, excluding English bank holidays. Support Hours apply to Lanmark engagement management and to scheduled remote hands work. Datacentre access and physical environment operate continuously through the Datacentre Provider's published operating arrangements.

UK Datacentre means a datacentre located in the United Kingdom that Lanmark uses, through a Datacentre Provider, to deliver the Service. Lanmark does not own or operate datacentre infrastructure directly.

Unmanaged Hosting means the management tier defined at Clause 3.4.1, under which Lanmark provides the datacentre environment and physical infrastructure only, with the Client responsible for everything above that.

3. Service description

3.1 Co-location

3.1.1 Co-location comprises the provision of space in a UK Datacentre for Client Equipment, together with the supporting facilities required to house and operate that Client Equipment. Co-location is typically supplied as Unmanaged Hosting but may be supplied at OS-Managed Hosting or Fully Managed Hosting where the Client elects this in the Order Form.

3.1.2 Co-location comprises the following elements:

- (a) physical space in a UK Datacentre, sized to the Order Form quantity (typically expressed in units of rack space, full cabinets or floor space);
- (b) power supply to the allocated space, including environmental conditioning, in accordance with the Datacentre Provider's published operating standards;
- (c) network connectivity from the allocated space, in accordance with the Order Form;
- (d) physical security of the UK Datacentre, in accordance with the Datacentre Provider's published security and access standards;
- (e) Lanmark engagement management during Support Hours for the engagement;
- (f) remote hands and equipment-handling activity is not included in the recurring Fees and is supplied by separate quote per request under Clause 6.4.

3.1.3 Client Equipment remains the property of the Client at all times. Title to Client Equipment does not pass to Lanmark or the Datacentre Provider at any point. The Client Equipment regime at Clause 13.6 applies on termination or expiry.

3.2 Infrastructure-as-a-Service (IaaS)

3.2.1 IaaS comprises Lanmark-procured infrastructure hardware that is rented to the Client for the duration of the Service and operated in a UK Datacentre. The hardware is specified, sized and configured to the Client's requirements in the Order Form. IaaS may be supplied as Unmanaged Hosting, OS-Managed Hosting or Fully Managed Hosting, as identified in the Order Form.

3.2.2 IaaS comprises the following elements:

- (a) Lanmark Equipment commissioned for the Client's exclusive use during the Term, of the type, capacity and configuration set out in the Order Form;
- (b) the underlying datacentre facilities at the UK Datacentre, including power, environmental conditioning and physical security as described at Clause 3.1.2;
- (c) network connectivity to and from the Lanmark Equipment, in accordance with the Order Form;
- (d) the management activity appropriate to the Service Tier identified in the Order Form, in accordance with Clause 3.4;
- (e) where the Service Tier is OS-Managed Hosting or Fully Managed Hosting, backup of the in-scope Lanmark Equipment in accordance with Clause 6.5;
- (f) Lanmark engagement management during Support Hours for the engagement;

- (g) remote hands, equipment shipping and installation, environment changes and similar Client-requested work is not included in the recurring Fees and is supplied by separate quote per request under Clause 6.4.

3.2.3 Lanmark Equipment remains the property of Lanmark at all times. Title to Lanmark Equipment does not pass to the Client at any point. The Lanmark Equipment regime at Clause 13.5 applies.

3.3 Application Hosting

3.3.1 Application Hosting comprises Lanmark hosting an application environment for the Client on Lanmark Equipment, in a UK Datacentre. The application, scope and configuration are identified in the Order Form. The application may be a third-party application that the Client licenses, the Client's own application, or another application that the parties have agreed to host. Application Hosting is always supplied as Fully Managed Hosting.

3.3.2 Application Hosting comprises the following elements:

- (a) Lanmark Equipment dimensioned to the application environment in the Order Form;
- (b) the underlying datacentre facilities as described at Clause 3.1.2;
- (c) network connectivity to and from the application environment as described in the Order Form;
- (d) Lanmark management of the operating system and the application environment under Fully Managed Hosting, in accordance with Clause 3.4.3;
- (e) backup of the in-scope application environment in accordance with Clause 6.5;
- (f) Lanmark engagement management during Support Hours for the engagement;
- (g) remote hands, equipment shipping and installation, environment changes and similar Client-requested work is not included in the recurring Fees and is supplied by separate quote per request under Clause 6.4.

3.3.3 Application Hosting does not include any third-party application licence the Client may require to operate the hosted application. The Client is responsible for procuring and maintaining any required application licence and for ensuring its terms permit hosting in the configured environment, save where Lanmark has expressly agreed to supply or procure the licence as part of the engagement.

3.4 Management tiers

3.4.1 Unmanaged Hosting. Lanmark provides the datacentre environment, physical infrastructure (Lanmark Equipment in the case of IaaS, or the supporting facilities in the case of Co-location) and network connectivity. The Client is responsible for everything above the rack, which means the operating system, applications, application configuration, application data, logical security, monitoring, patching, backup and incident response within the Client's environment, as distinct from the physical datacentre environment, power, environmental conditioning, space and physical network connectivity that Lanmark provides. Lanmark does not access or manage the in-scope environment save where the Client requests remote hands work under Clause 6.4. Unmanaged Hosting is the default tier for Co-location and is available for IaaS.

- 3.4.2** OS-Managed Hosting. Lanmark provides and manages the infrastructure and the operating system installed on the in-scope environment, including operating system patching, monitoring and backup of the operating system, system configuration and infrastructure-level state in accordance with Clause 6.5. Backup of application data and application-level state is not included in OS-Managed Hosting unless the Order Form expressly says so or the engagement is at Fully Managed Hosting. The Client is responsible for applications, application data and application-level configuration above the operating system. OS-Managed Hosting is available for IaaS and (less commonly) for Co-location.
- 3.4.3** Fully Managed Hosting. Lanmark provides and manages the infrastructure, operating system and the in-scope application or workload, including application patching, monitoring and application-level backup in accordance with Clause 6.5. Fully Managed Hosting is the default tier for Application Hosting and is available for IaaS and Co-location.
- 3.4.4** The Service Tier for each engagement is identified in the Order Form. Where the Order Form is silent on Service Tier, the engagement is treated as Unmanaged Hosting in the case of Co-location and Fully Managed Hosting in the case of Application Hosting. An IaaS engagement that does not identify a Service Tier in the Order Form will not commence until Lanmark and the Client have confirmed the Service Tier in writing; the agreed Service Tier and Service Start Date will be recorded in writing and form part of the Order Form.

4. In scope and out of scope

4.1 In scope

The Service includes:

- (a) the Hosting offering or offerings selected in the Order Form (Co-location, IaaS, Application Hosting, or any combination);
- (b) the Service Tier identified in the Order Form for each engagement (Unmanaged Hosting, OS-Managed Hosting or Fully Managed Hosting);
- (c) the underlying UK Datacentre facilities supplied through the Datacentre Provider;
- (d) the management activity appropriate to the Service Tier, in accordance with Clause 3.4;
- (e) backup of the in-scope environment for engagements at OS-Managed Hosting or Fully Managed Hosting, in accordance with Clause 6.5;
- (f) Lanmark engagement management during Support Hours, including onboarding (Clause 6.1) and Service Tier-appropriate support;
- (g) the Service Levels at Clause 5.

4.2 Out of scope

The following are out of scope of the Service and are not provided as part of the Service Fees. Where any of the following is required, it is provided (where Lanmark is able to provide it) as separately-quoted work or under a separate Service Schedule:

- (a) remote hands, equipment shipping, installation, decommissioning, environment changes, additional cabling, additional ports and similar Client-requested physical or hands-on work in the UK Datacentre (Clause 6.4 sets out the by-quote-per-request approach);
- (b) Azure management and support (covered by the Azure Management Services Schedule; with Azure licensing under the Microsoft CSP Services Schedule, and wider IT support under the IT Support Services Schedule where the Client has a Retainer Support engagement under the IT Support Services Schedule);
- (c) Microsoft 365 licensing, Microsoft 365 Backup or other Microsoft cloud workloads (covered by the Microsoft CSP Services Schedule and, for backup, the Backup Services Schedule);
- (d) in the case of Unmanaged Hosting, all activity above the rack, including operating system administration, application administration, patching, monitoring, security configuration, backup and incident response, which are the Client's responsibility;
- (e) in the case of OS-Managed Hosting, application administration, application data, application backup and application-level configuration above the operating system, which are the Client's responsibility;
- (f) disaster recovery and business continuity capability beyond the backup included for managed tiers under Clause 6.5 (the Client may take EpicBackup BCP capability

under the Backup Services Schedule for in-scope servers where DR virtualisation is required);

- (g) general IT support and managed support of the Client's wider environment (covered by the IT Support Services Schedule);
- (h) third-party application licences required to operate any hosted application, save where Lanmark has expressly agreed to supply or procure those licences;
- (i) anything stated as out of scope in the Order Form.

5. Service Levels

5.1 Datacentre availability

- 5.1.1** Datacentre availability (power, environmental conditioning, physical security, datacentre network) is supplied through the Datacentre Provider and is subject to the Datacentre Provider's published operating standards from time to time. Lanmark does not commit to availability standards different from, or more onerous than, those published by the Datacentre Provider, and Lanmark passes through Datacentre Provider service level commitments where applicable. This Clause 5.1.1 is a Service-specific application of Clauses 11.2 and 17.4 of the MSA.
- 5.1.2** Where the Datacentre Provider fails to meet a published service level commitment, Lanmark's obligation and liability in respect of that failure is limited to using reasonable endeavours to pass through, or assist the Client in pursuing, any remedies available under the Datacentre Provider's terms.
- 5.1.3** The Datacentre Provider operating standards and service level commitments applicable to the Client's engagement (together with the Datacentre Provider's access procedures referenced at Clauses 6.2.1 and 7(b)) will be made available to the Client on request, or otherwise identified in the onboarding documentation produced under Clause 6.1.

5.2 Lanmark engagement and management targets

- 5.2.1** Lanmark targets the following service management response times for engagements under this Schedule, measured during Support Hours from the time Lanmark accepts the Client request through the Service Tooling. These are targets, not guarantees, and depend on the nature of the request, the volume of work required, the availability of Client-side cooperation, and other factors outside Lanmark's reasonable control. The targets apply during Support Hours only; they do not create a 24x7 incident response obligation unless the Order Form expressly includes out-of-hours support, in which case the Order Form sets out the out-of-hours arrangements and the applicable Fees:

Request type	Target initial response	Notes
Service-affecting incident (managed tier engagements)	1 hour	OS-Managed Hosting and Fully Managed Hosting only. Application Hosting is always Fully Managed Hosting and therefore receives this response target. Lanmark works through resolution during Support Hours; out-of-hours engineer time is provided where Lanmark agrees and may attract additional charges under Clause 13.
Non-service-affecting incident or query	4 hours	All Service Tiers.
Remote hands request	1 Business Day for quotation	Subject to Clause 6.4. Work scheduling follows the agreed quotation.
Standard change request	2 Business Days	Subject to MSA change control where applicable.

5.2.2 Where the engagement is at OS-Managed Hosting or Fully Managed Hosting (including all Application Hosting engagements), Lanmark uses reasonable endeavours to keep the in-scope environment patched, monitored and operationally healthy in accordance with the management tier. Lanmark's records held in the Service Tooling and in Lanmark's management systems are the authoritative record of Lanmark Service Level performance, save in the case of manifest error.

5.3 Service Level measurement and exclusions

5.3.1 Time spent waiting for Client action (including delay in providing access, delay in confirming scope, delay in providing application licence information for hosted applications, delay in nominating a Service contact, or any other Client-controlled matter) does not count towards any applicable Service Level.

5.3.2 The Service Levels at this Clause 5 are service management targets. They do not give rise to service credits, fee reductions, repayment of Fees or any similar monetary remedy. Where Lanmark fails to meet a Service Level target, Lanmark will use reasonable endeavours to investigate the cause and to remediate the underlying issue so that it does not recur. The Client's remedy is service review and escalation through the IT Support Services Schedule (where the Client subscribes to it in parallel) or through Lanmark's commercial contact for the engagement. Subject to Clause 18 of the MSA, this Clause 5.3.2 states the Client's full and exclusive remedy, and Lanmark's only obligation and liability, for non-performance or non-availability of the Service Levels at this Clause 5.

6. Operational arrangements

6.1 Onboarding

- 6.1.1** Onboarding includes the following activity, in each case as applicable to the offering and Service Tier identified in the Order Form: confirmation of the engagement details (offering, Service Tier, sizing, application scope, network connectivity, datacentre location, target Service Start Date); preparation of the UK Datacentre space; commissioning of any Lanmark Equipment; installation and integration testing of Lanmark Equipment; and acceptance into operation. Installation of Client Equipment is out of recurring Fees and is supplied (where Lanmark provides it) by separately-quoted work under Clause 6.4. The expected duration of onboarding is identified in the Order Form.
- 6.1.2** Where the Client has agreed an onboarding Fee or installation Fee, the Fee is identified in the Order Form.

6.2 Datacentre access

- 6.2.1** Physical access to the UK Datacentre is controlled by the Datacentre Provider and is subject to the Datacentre Provider's published access procedures, including identification, escort, access logging and any visitor or contractor controls. Lanmark will administer access requests on the Client's behalf, but does not have a unilateral right to override the Datacentre Provider's controls.
- 6.2.2** Where the Client requires physical access to its Client Equipment (for example, to inspect, install, or remove hardware), the Client must give Lanmark reasonable advance written notice through the Service Tooling. All physical access remains subject to the Datacentre Provider's published access procedures and approvals, security controls, escort availability and any other restriction applying at the relevant UK Datacentre from time to time, and Lanmark does not guarantee physical access on demand or on any particular date or time. Out-of-hours access is provided where the Datacentre Provider permits and may attract additional charges.

6.3 Equipment shipping, installation and decommissioning

- 6.3.1** Inbound shipping of Client Equipment to the UK Datacentre, the unboxing, racking, cabling, powering, configuration and commissioning of the Client Equipment, and any equivalent decommissioning, packing and outbound shipping at end of Service, are out of scope of the recurring Fees. The Client may either arrange shipping itself directly (in which case the Client bears the cost of shipping and transit insurance unless the Order Form expressly says otherwise) or request Lanmark to arrange shipping as separately-quoted work under Clause 6.4 (in which case the Fee for that work, including any pass-through carrier and insurance costs, is set out in Lanmark's quotation). The unboxing, racking, cabling, powering, configuration, commissioning and equivalent decommissioning work is always supplied (where Lanmark provides it) by separately-quoted work under Clause 6.4.
- 6.3.2** Inbound and outbound logistics for Lanmark Equipment (for IaaS and Application Hosting engagements) are handled by Lanmark. The Client is not responsible for shipping Lanmark Equipment to or from the UK Datacentre.

6.4 Remote hands and quoted work

- 6.4.1** Remote hands work, environment changes, additional cabling, additional ports, additional rack space, ad-hoc engineering and similar Client-requested work is not included in the recurring Fees. Where the Client requests such work, Lanmark will provide a written quotation for the work setting out the scope, the proposed Fee and the expected timeline. The Client may accept or decline the quotation in writing. Where the quotation is accepted, the work is invoiced separately.
- 6.4.2** Lanmark does not publish a standard rate card for the work at Clause 6.4.1 within this Schedule. Lanmark may apply a standard hourly or daily rate, a fixed Fee per request, or a project Fee, depending on the scope of the work, and will set this out in the quotation.
- 6.4.3** Out-of-hours or urgent work may attract a premium rate, which will be identified in the quotation.

6.5 Backup for managed tier engagements

- 6.5.1** Where the engagement is at OS-Managed Hosting or Fully Managed Hosting, backup of the in-scope Lanmark Equipment or hosted application environment is included as part of the Service. Backup is operated using Lanmark's managed backup methodology. The Order Form or the onboarding documentation produced under Clause 6.1 will specify the retention period, the backup scope (in particular, for OS-Managed Hosting, whether backup is limited to operating system, system configuration and infrastructure-level state, or extended to specific application data identified by the Client) and the restore assumptions for the engagement. No separate Backup Service Fee is charged for the in-scope backup of managed-tier engagements.
- 6.5.2** Backup under this Clause 6.5 is a data-protection backup capability only: it provides for the periodic capture of data and configuration to a backup store, and for restoration from that store on request. Backup under this Clause 6.5 does not include standby compute, hot or warm disaster recovery environments, DR orchestration, BCP virtualisation, business continuity coordination, communications planning or alternative-site coordination. Where the Client requires EpicBackup BCP capability for an in-scope hosted server, the Client may take EpicBackup under the Backup Services Schedule separately, and the EpicBackup commercial terms (including the BCP-related Fees at Clause 13.1.2 of the Backup Services Schedule) apply.
- 6.5.3** Backup is not provided for Unmanaged Hosting engagements. The Client is responsible for backup of any data on its own equipment or in its own environment in an Unmanaged Hosting engagement.

6.6 Reporting

- 6.6.1** Lanmark provides the Client with periodic engagement reporting through the Service Tooling, with the cadence appropriate to the Service Tier. The standard cadence is monthly for OS-Managed Hosting and Fully Managed Hosting engagements where the Client also subscribes to Retainer Support under the IT Support Services Schedule, and on request otherwise.

6.7 Support channels and hours

- 6.7.1** The Service is accessed through Lanmark's designated support channels (the Service Tooling, the published service desk email address and the published service desk telephone number). Service requests, incident reports, remote hands requests, change requests and operational queries are all routed through the same channels.
- 6.7.2** Lanmark engagement management is provided during Support Hours. The underlying UK Datacentre operates continuously through the Datacentre Provider's operating arrangements. Where Lanmark engineer time is required outside Support Hours, Lanmark will use reasonable endeavours to provide that support, and additional charges may apply under Clause 13.

6.8 Hosting-specific suspension

- 6.8.1** Without prejudice to Lanmark's rights to suspend under the MSA (including for non-payment under Clause 7.8 of the MSA), Lanmark may suspend the Service or any element of it on the shorter notice provided in Clause 6.8.2 where:
- (a) Lanmark reasonably believes that the Service or the in-scope environment is being used in breach of this Schedule, the MSA, the Datacentre Provider's acceptable use rules, or any applicable law;
 - (b) the Client does not cooperate with Lanmark's reasonable investigation of a suspected breach or compromise;
 - (c) the in-scope environment is the subject of a confirmed or reasonably suspected security compromise, intrusion, attack or unauthorised access (including malware infection, ransomware, cryptomining, outbound denial-of-service activity, or third-party unauthorised use);
 - (d) Lanmark is required by law, a regulator or a competent government body to suspend the Service; or
 - (e) Lanmark reasonably believes that the suspension is necessary to protect Lanmark's network, the Datacentre Provider's infrastructure or other Lanmark Clients from imminent and significant operational, legal or security risk.
- 6.8.2** Lanmark will give the Client at least twelve (12) Business Hours' advance written notice of a suspension under Clause 6.8.1, except where Lanmark determines, acting reasonably, that a suspension on shorter notice (or contemporaneous notice) is necessary to address the matter giving rise to the suspension. Where Lanmark suspends on shorter or contemporaneous notice, Lanmark will notify the Client as soon as reasonably practicable after the suspension is effected.
- 6.8.3** Suspension under this Clause 6.8 does not relieve the Client of its obligation to pay the Fees for the affected Service. Where the suspension arises from a matter within the Client's control (including a breach by the Client or a compromise of the Client's environment caused by the Client's act, omission or failure to maintain reasonable security), the Client also remains liable for any costs Lanmark reasonably incurs in investigating, mitigating, isolating or restoring the affected Service, and Lanmark may make restoration of the Service conditional on the Client first addressing the underlying matter at the Client's expense.

7. Client responsibilities

To enable Lanmark and the Datacentre Provider to deliver the Service, the Client will:

- (a) give Lanmark accurate information about the in-scope environment, including the type, capacity and configuration of any Client Equipment (for Co-location), the application scope and licensing position (for Application Hosting), the network requirements, and any dependencies that affect the engagement;
- (b) comply with the Datacentre Provider's published operating, security and access procedures, including (without limitation) identification, escort, visitor controls, equipment-handling rules and prohibited items rules, as in force from time to time. The applicable procedures will be made available to the Client on request, or otherwise identified in the onboarding documentation produced under Clause 6.1 or when physical access is arranged;
- (c) in the case of Co-location, ensure that any Client Equipment installed in the UK Datacentre is in safe operating condition, is compliant with applicable laws and regulations, does not introduce environmental, electrical, fire or safety risk and does not infringe any third-party right. The Client will maintain reasonable insurance against loss of and damage to the Client Equipment, at full replacement value, with a reputable insurer, for the duration of the Co-location engagement, and will provide evidence of that insurance to Lanmark on reasonable written request;
- (d) in the case of Unmanaged Hosting, take full operational responsibility for everything above the rack, including operating system administration, application administration, patching, monitoring, security configuration, backup and incident response;
- (e) in the case of OS-Managed Hosting, take full operational responsibility for applications, application data and application-level configuration above the operating system;
- (f) for any hosted application that requires a third-party licence, hold and maintain the appropriate licence and ensure that the licence terms permit hosting in the configured environment (save where Lanmark has expressly agreed to supply or procure the licence);
- (g) nominate a Service contact at the Client to authorise service requests, remote hands requests, environment changes and access requests, and to receive service-related communications;
- (h) respond promptly to Lanmark requests for information, access, approval or instructions in connection with the Service;
- (i) notify Lanmark before onboarding (and from time to time as relevant during the Service) where the in-scope environment will contain substantial volumes of special category Personal Data, criminal offence data, children's data or other unusually sensitive data (Clause 10);
- (j) ensure that any content, data or workload placed in the in-scope environment is lawful, does not infringe any third-party right and does not breach any applicable law, regulation, code of conduct, or the Datacentre Provider's acceptable use rules;

(k) on termination or expiry of the Service, comply with the Equipment regime at Clauses 13.5 (Lanmark Equipment) and 13.6 (Client Equipment), as applicable.

Where the Client does not meet a responsibility under this Clause 7, and that failure causes or materially contributes to a Service failure, an inability to operate the in-scope environment, a Client loss arising in connection with the Service or a third-party claim, Lanmark and the Datacentre Provider are not liable for the consequent loss or damage, and the Client's indemnity at Clause 8 applies to the extent set out in Clause 8.

8. Indemnification

8.1 The Client will indemnify Lanmark against any third-party claim made against Lanmark (including regulatory action by any regulator or supervisory authority, and including claims by employees, customers or counterparties of the Client), and against Lanmark's reasonable costs and expenses (including reasonable legal fees) incurred in connection with such third-party claim or regulatory action, in each case to the extent the claim or action arises out of or in connection with:

- (a) the Client's breach of any obligation under this Schedule, the MSA, the Datacentre Provider's published rules, or any third-party application licence relevant to the hosted environment;
- (b) the Client's failure to provide accurate or complete information about the in-scope environment;
- (c) the Client's failure to comply with the Datacentre Provider's published operating, security or access procedures;
- (d) any content, data or workload that the Client places in the in-scope environment that is unlawful, infringes a third-party right or breaches an applicable law, regulation, code of conduct or acceptable use rule;
- (e) in the case of Unmanaged Hosting, the operation, configuration, security, patching, backup or incident handling of the in-scope environment above the rack, and any consequence of the Client's actions or omissions in respect of that environment;
- (f) in the case of OS-Managed Hosting, the operation, configuration, security and backup of applications and application data above the operating system, and any consequence of the Client's actions or omissions in respect of that application layer;
- (g) in the case of Co-location, the Client's failure to look after the Client Equipment in the Client's care, or any environmental, electrical, fire, safety or security incident attributable to the Client Equipment or to the Client's handling of the Client Equipment in the UK Datacentre;
- (h) in the case of IaaS or Application Hosting, any Client action, instruction or omission in respect of the hosted environment (including any data, configuration or workload introduced by the Client) that causes or materially contributes to a third-party claim or regulatory action;
- (i) any third-party claim or regulatory action arising from the Client's failure to remove Client Equipment from the UK Datacentre on termination as required under Clauses 7(k) and 13.6 (for the avoidance of doubt, the first-party charges under Clauses 13.6.3 and 13.6.4 are separate first-party payment obligations of the Client to Lanmark and are not subject to this indemnity).

8.2 The indemnity at Clause 8.1 does not apply to the extent that the matter giving rise to the third-party claim or regulatory action is caused by the gross negligence or wilful misconduct of Lanmark, or by Lanmark's breach of a non-excludable obligation under the Data Protection Legislation, the MSA or applicable law. For the avoidance of doubt, the indemnity is given without prejudice to, and does not narrow, the non-excludable carve-outs at Clause 18.1 of the MSA.

- 8.3** The Client's indemnity at this Clause 8 is subject to the limitations and exclusions of liability at Clause 18 of the MSA (including the per-Service per-Contract Year cap at Clause 18.2 and the exclusions at Clause 18.3 of the MSA). Clause 18.2.2 of the MSA applies.
- 8.4** Lanmark will give the Client prompt written notice of any third-party claim or regulatory action that may give rise to an indemnity under Clause 8.1, and will not settle or admit liability without the Client's prior written consent (such consent not to be unreasonably withheld or delayed). The Client may take conduct of the defence at the Client's cost where Lanmark gives its prior written approval, such approval not to be unreasonably withheld. Lanmark may refuse approval where, in Lanmark's reasonable opinion, the claim or regulatory action concerns Lanmark's own legal, regulatory, confidentiality or reputational interests, including (without limitation) any matter involving Lanmark's confidential information, the Datacentre Provider's infrastructure or methodology, other clients of Lanmark, or any direct investigation of Lanmark by a regulator or other authority. Where Lanmark refuses approval, Lanmark will assume conduct of the defence and will keep the Client reasonably informed.

9. Disclaimers and no guarantee of uninterrupted operation

9.1 The Service is a hosting Service. It is designed to provide a suitable datacentre environment and (where the Client has selected a managed tier) ongoing infrastructure, operating system or application management. The Service does not guarantee uninterrupted operation of any in-scope environment in every circumstance. In particular, and without limitation, Lanmark does not warrant or guarantee that:

- (a) the UK Datacentre will operate without interruption, fault, downtime, power event, cooling event, network event or environmental incident;
- (b) the Lanmark Equipment, Client Equipment or any hosted application environment will operate without fault, downtime, performance variability or incident;
- (c) in the case of Unmanaged Hosting, the operation of any operating system, application or data above the rack will be free from fault or incident (those areas are the Client's responsibility);
- (d) data corruption present in the Client's data or workload at the time the data enters the in-scope environment will be detected or remediated by the Service;
- (e) where backup is included as part of the Service under Clause 6.5 (or where the Client has separately purchased backup under the Backup Services Schedule), data deleted, modified or encrypted by malicious activity (including ransomware) will be recoverable where the affected data is also affected on the backup before a clean restore point is available. Backup is not provided for Unmanaged Hosting engagements, and this Clause 9.1(e) does not imply any backup obligation for Unmanaged Hosting. For the avoidance of doubt, Hosting Services are not security or threat-detection services; the Service does not have, and Lanmark does not assume, an obligation to detect malicious activity, which falls within the Managed Cyber Security Services Schedule where the Client subscribes to it and the Client's own security tooling and processes in any event.

9.2 The UK Datacentre is supplied to Lanmark by the Datacentre Provider under the Datacentre Provider's terms. Lanmark does not give any separate warranties (express, implied or statutory) in respect of the Datacentre Provider's infrastructure, save to the extent that any such warranty cannot be excluded under applicable law. This Clause 9.2 does not exclude any warranty or other obligation that cannot be excluded under applicable law, and does not affect Lanmark's own obligation to configure, manage and provide engagement support for the Service in accordance with the MSA and this Schedule.

9.3 Subject to Clause 18 of the MSA, Lanmark is not liable for any Service failure, loss of data, inability to operate the in-scope environment or interruption to the Client's business that is caused by environmental conditions, human error of the Client, third-party action, the Datacentre Provider operating its infrastructure in accordance with its terms, or any other factor outside Lanmark's reasonable control, except to the extent caused by Lanmark's breach of an express obligation under this Schedule or the MSA, the gross negligence or wilful misconduct of Lanmark, or Lanmark's breach of a non-excludable obligation under the Data Protection Legislation, the MSA or applicable law.

9.4 The Client acknowledges that hosting is one element of a broader business continuity, security and operational governance posture. The Service is designed to support the Client's operation of in-scope hosted infrastructure and applications, at the management tier selected. It is not a substitute for the Client's own broader business continuity arrangements, security controls, change management practice, application architecture or operational governance, and it does not transfer the Client's residual operational risk in those areas to Lanmark.

10. Data protection particulars

This Clause 10 supplements Clause 13 (Data protection) of the MSA and sets out the Article 28 processing particulars for the Service. Defined terms in Clause 13 of the MSA apply in this Clause. Where the engagement is at Unmanaged Hosting, Lanmark does not, in the ordinary course of providing the Service, access Client data and does not act as a Processor of Personal Data above the rack; in that case, the Article 28 particulars below apply only to the limited operational activity that Lanmark performs (datacentre environment, infrastructure provision and physical network connectivity). Where the Client requests remote hands work under Clause 6.4 in an Unmanaged Hosting engagement and that work causes Lanmark incidentally to access or be exposed to Personal Data (for example, by physical access to a server, storage device or removable media), that processing is limited to the specific written request and the operational purpose for which the remote hands work was requested, and the Article 28 particulars below apply to that processing for the duration of that work.

Article 28 particular	Value for the Hosting Service
Subject matter of the processing	Provision of the Hosting Services, comprising (depending on the offering and Service Tier) the provision of datacentre space and infrastructure for Client Equipment, the provision and operation of Lanmark Equipment, and the hosting and management of an application environment, in each case in a UK Datacentre.
Duration of the processing	For the duration of the Service. Backup retention, backup scope and restore assumptions for managed tier engagements are set per engagement in the Order Form or in the onboarding documentation produced under Clause 6.1. On termination or expiry of an IaaS or Application Hosting engagement, return, deletion or migration of Client data is handled in accordance with the Order Form, the offboarding plan agreed with the Client under Clause 13.5.3, the MSA and (where applicable) any separately-quoted offboarding project work. Lanmark-held records relating to Service operation are governed by Lanmark's Data Protection and Retention Policy.
Nature and purpose of the processing	Provision and operation of hosting infrastructure and (for managed tiers) operating system and application management. Where Lanmark accesses or processes Personal Data, the processing is for the purpose of delivering the Service at the agreed Service Tier.
Types of Personal Data	Any Personal Data contained in the data, content or workload that the Client places in the in-scope environment, plus the Personal Data the Client provides to Lanmark to administer the Service (such as Service contact details and access credentials). Lanmark does not select, filter or curate Personal Data within the Client's environment, except where such access or handling is necessary to perform Lanmark's Fully Managed Hosting obligations under Clause 3.4.3 (or any OS-Managed Hosting obligation under Clause 3.4.2) or to give effect to a specific written Client instruction.
Categories of data subject	Any category of data subject whose Personal Data is contained in the in-scope environment or otherwise provided to Lanmark for the Service. Typically Authorised Users, Client employees, contractors, customers,

	counterparties and any third parties whose Personal Data the Client holds in the in-scope environment.
Documented instructions for processing	Set out in the MSA, this Schedule, the Order Form, the Lanmark service documentation produced during onboarding, and any further written instructions the Client gives Lanmark from time to time. For Unmanaged Hosting engagements, Lanmark's processing instructions are limited to the operational matters at Clause 6 (datacentre environment, infrastructure provision, remote hands at the Client's written request).

Where the in-scope environment routinely contains special category Personal Data, criminal offence data, children's data or other unusually sensitive data (for example, where a Client in a health, legal, financial or education sector hosts production data that includes such categories), the Service will incidentally process that data through the hosting infrastructure and, in the case of managed tiers, through any management or backup activity Lanmark performs. The Client will inform Lanmark before onboarding, and from time to time as relevant during the Service, where the in-scope environment contains substantial volumes of such data so that appropriate technical and organisational measures can be confirmed.

11. Sub-Processors used in delivering this Service

Lanmark uses Sub-Processors to deliver the Service in accordance with Clauses 13.5 to 13.7 of the MSA. The categories of Sub-Processor used in delivering this Service are:

Category	Role in this Service
UK Datacentre Provider(s)	Provision of the underlying datacentre infrastructure (space, power, environmental conditioning, physical security, datacentre network) used to deliver the Service. Lanmark does not own or operate datacentre infrastructure directly. The Datacentre Provider is a Sub-Processor where the Datacentre Provider processes Personal Data on Lanmark's behalf in connection with the Service (for example, access logs, visitor records, CCTV footage or other Personal Data created by the Datacentre Provider's operation of the facility). Where the Datacentre Provider only supplies physical infrastructure without processing Personal Data, the Datacentre Provider is a Third Party Provider of infrastructure under Clause 12 rather than a Sub-Processor.
Backup software vendor (managed tier engagements)	Provision of the backup software used by Lanmark to deliver the backup included in OS-Managed Hosting and Fully Managed Hosting engagements at Clause 6.5. The vendor is a Sub-Processor only where it processes Personal Data on Lanmark's behalf in connection with the Service; where the software runs within Lanmark-controlled infrastructure without the vendor accessing Personal Data, the vendor is a tooling supplier rather than a Sub-Processor.
Infrastructure or application vendors (where applicable)	Where the hosted infrastructure or hosted application requires the involvement of a third-party vendor (for example, a hardware support vendor or an application support vendor) and that vendor processes Personal Data on Lanmark's behalf in connection with the Service, that vendor is a Sub-Processor for the engagement.
Service Tooling provider	Provision of the Lanmark service management system used for Client-side engagement, ticketing and Lanmark reporting.

The current Sub-Processor in each category is identified in the live Sub-Processors List published at lanmark.com/terms-of-business. The Sub-Processors List is the authoritative source for the identification of current Sub-Processors, the location of processing and any applicable international transfer mechanism.

12. Relationship with the Datacentre Provider

- 12.1** The underlying UK Datacentre is delivered by the Datacentre Provider. Lanmark engages the Datacentre Provider and presents the datacentre infrastructure to the Client as part of the Service under Lanmark's brand and engagement model, but does not itself operate the datacentre.
- 12.2** Where Lanmark presents the Datacentre Provider's infrastructure under Lanmark's brand or service description (a white-labelled arrangement, to the extent that the Datacentre Provider is not named to the Client), Lanmark's obligations under this Schedule are limited to Lanmark's own configuration, management and engagement responsibilities. The underlying datacentre infrastructure, facility design, maintenance programme, operating model, security model and infrastructure roadmap remain the Datacentre Provider's. Clause 17 of the MSA applies.
- 12.3** Where the Service depends on the operation of the Datacentre Provider's infrastructure, Lanmark's obligations under this Schedule are subject to the Datacentre Provider operating its infrastructure in accordance with its published operating standards. Lanmark is not liable for any act or omission of the Datacentre Provider, including any failure of the datacentre infrastructure to operate as expected, any change in the Datacentre Provider's operating standards, or any change in the Datacentre Provider's pricing or operating model.

13. Service-specific commercial terms

13.1 Fees and pricing

- 13.1.1** The recurring Fees for the Service are set out in the Order Form. The Order Form identifies the unit of charge for each engagement (which may be per rack unit, per cabinet, per server, per environment or another unit appropriate to the offering) and the per-unit Fees. All elements of the Service identified in the Order Form are bundled into the recurring Fees, including (where applicable) datacentre space, power, environmental conditioning, physical security, network connectivity, Lanmark Equipment rental, management activity at the agreed Service Tier, and backup for managed tier engagements.
- 13.1.2** Work that is not included in the recurring Fees (including remote hands work, equipment shipping, installation, decommissioning, environment changes, additional cabling, additional ports and similar Client-requested work) is supplied by separate quote per request under Clause 6.4. The Fee for that work is set out in the relevant quotation, accepted by the Client in writing, and invoiced separately.
- 13.1.3** The Fees referred to in this Clause 13.1 are reviewed by Lanmark from time to time and may be adjusted in accordance with the MSA fee-adjustment provisions (Clauses 7.9, 7.10 and 7.11).

13.2 Term and renewal

- 13.2.1** The Service is supplied on the Initial Term and Subsequent Term set out in the Order Form. The default non-renewal notice period is ninety (90) days before the end of the then-current Term, consistent with the MSA default at Clause 20.2.

13.3 Termination charges

- 13.3.1** Where the Client terminates the Service or any element of the Service before the end of the Initial Term or the then-current Subsequent Term, for any reason other than the Client's right to terminate for Lanmark's material breach under Clause 20 of the MSA, the Client remains liable for the Fees through to the end of that Term.
- 13.3.2** This Clause 13.3 reflects that Lanmark's delivery of the Service involves long-term supplier and infrastructure commitments, including the Datacentre Provider's datacentre commitment, Lanmark Equipment procurement and deployment costs (in the case of IaaS and Application Hosting), and software licensing and engineering time, that Lanmark cannot recover on Client early termination. The Client's payment obligation under this Clause 13.3 is in addition to any other amounts due in respect of services delivered before termination.
- 13.3.3** The parties agree that the Client's payment obligation under this Clause 13.3 is a primary payment obligation reflecting the agreed commercial commitment for the Term, and is not a penalty or a secondary damages remedy. The parties have negotiated and accepted the Fees on this basis.
- 13.3.4** Clause 13.3 is a Service-specific application of Clause 20 of the MSA and prevails over any inconsistent position the MSA might otherwise be read to allow for this Service.

13.4 Direct Debit and invoicing

13.4.1 The Client agrees to pay all invoices for the Service by Direct Debit, in accordance with the MSA Direct Debit position for recurring and consumption-based Services. Fees for separately-quoted work under Clause 6.4 are invoiced at the time the work is performed (or in accordance with the milestone schedule in the relevant quotation) and are payable by Direct Debit unless alternative arrangements are agreed in writing.

13.5 Lanmark Equipment

13.5.1 Lanmark Equipment commissioned for IaaS or Application Hosting engagements is owned by Lanmark at all times. Title to Lanmark Equipment does not pass to the Client at any point, regardless of the Term, the Fees paid or any other circumstance.

13.5.2 Lanmark Equipment is operated by Lanmark at the UK Datacentre during the Term. The Client will not interfere with, attempt to remove, attempt to copy, or take any other unauthorised step in respect of the Lanmark Equipment without Lanmark's prior written consent.

13.5.3 On termination or expiry of an IaaS or Application Hosting engagement, Lanmark will decommission the Lanmark Equipment, recover any Client data held on the Lanmark Equipment in accordance with the offboarding plan agreed with the Client, and either redeploy or dispose of the Lanmark Equipment in accordance with Lanmark's standard equipment lifecycle process. Where no offboarding plan is agreed by the end of the Term, or where the Client does not cooperate with Lanmark to export or migrate the Client data within the agreed offboarding window, Lanmark will use reasonable endeavours to make the Client data available to the Client for a reasonable period (not less than thirty (30) days from the end of the Term) and may, after the expiry of that period, delete or otherwise dispose of the Client data in accordance with the MSA, the Data Protection Legislation and Lanmark's Data Protection and Retention Policy.

13.5.4 Where the Client (or any party acting under the Client's instruction or control) damages, removes, clones, reverse engineers, images, copies firmware from, or otherwise interferes with or replicates without authority the configuration or contents of the Lanmark Equipment (collectively, an unauthorised act in respect of the Lanmark Equipment), the Client is liable to Lanmark, at Lanmark's election, for any one or more of the following Fees, in each case to the extent proportionate to the nature and consequence of the unauthorised act:

- (a) the replacement cost of the Lanmark Equipment at Lanmark's then-current published rate card price (or, where no rate card is published, at the reasonable replacement cost incurred by Lanmark to provide equivalent equipment), where the unauthorised act is such that the Lanmark Equipment requires full replacement;
- (b) the reasonable repair or remediation cost incurred by Lanmark to return the Lanmark Equipment to a serviceable condition, where the Lanmark Equipment is materially damaged beyond fair wear and tear but does not require full replacement;
- (c) the reasonable investigation cost incurred by Lanmark to ascertain the nature, scope and consequence of the unauthorised act (including any forensic, audit, security or vendor-engagement cost);

- (d) the reasonable reconfiguration cost incurred by Lanmark to restore the configuration, security posture, firmware or operating state of the Lanmark Equipment following the unauthorised act.

13.5.5 Lanmark will invoice the Client for the Fees due under Clause 13.5.4, with reasonable supporting detail, and the invoice is payable in accordance with the MSA payment terms. Fair wear and tear in the use of Lanmark Equipment during the ordinary course of an IaaS or Application Hosting engagement does not give rise to any Fee under this Clause 13.5.

13.6 Client Equipment (Co-location)

13.6.1 Client Equipment placed in the UK Datacentre under Co-location is owned by the Client at all times. Lanmark does not, by reason of providing Co-location, acquire any title, interest or lien in or over the Client Equipment.

13.6.2 On termination or expiry of a Co-location engagement, the Client will remove the Client Equipment from the UK Datacentre within a reasonable period of the end of the Term, and in any event within thirty (30) days, save where the parties agree a longer period in writing. The Client is responsible for the cost of removing, packing, shipping and transit insurance for the Client Equipment unless the Order Form expressly says otherwise.

13.6.3 Where the Client fails to remove Client Equipment within the period required at Clause 13.6.2, Lanmark may, after giving the Client not less than fourteen (14) days' further written notice and a reasonable opportunity to collect, do any one or more of the following at Lanmark's election:

- (a) continue to store the Client Equipment at the UK Datacentre at a daily or monthly storage charge at Lanmark's then-current reasonable rate. The rate will be stated in the further written notice under this Clause 13.6.3, or otherwise notified to the Client in writing before the storage charge begins to accrue. The Client is liable for those storage charges (and for any associated Datacentre Provider charges) until the Client Equipment is collected;
- (b) remove the Client Equipment from the UK Datacentre to a Lanmark-procured storage facility. Lanmark will use reasonable care in arranging the removal and storage, but the Client remains responsible for ensuring the Client Equipment is suitably backed up, encrypted and insured before the period at Clause 13.6.2 expires. The Client bears the reasonable removal, storage and transit costs, except to the extent that any loss of or damage to the Client Equipment in the course of the removal or storage is caused by the gross negligence or wilful misconduct of Lanmark;
- (c) sell or otherwise dispose of the Client Equipment, with the Client treated as having abandoned the Client Equipment for the purposes of this Schedule, subject to the safeguards at Clause 13.6.4.

13.6.4 Where Lanmark exercises its right to sell or otherwise dispose of Client Equipment under Clause 13.6.3(c):

- (a) Lanmark will, before the sale or other disposal, remove, securely wipe, destroy or otherwise sanitise any data-bearing media to a standard appropriate to the storage media and to the sensitivity of the data reasonably expected to be present, in accordance with Lanmark's standard secure-disposal practice, the Data Protection

Legislation and any applicable industry standard adopted by Lanmark in its secure-disposal practice from time to time. The reasonable cost of this data-bearing media sanitisation is chargeable to the Client and may be deducted from any proceeds of sale before application under Clause 13.6.4(c);

- (b) the sale or other disposal will be subject to applicable law, the Data Protection Legislation and any third-party right (including any software licence terms, manufacturer right or finance interest) of which Lanmark has been given written notice by the Client before the sale or other disposal, or of which Lanmark has actual knowledge from its own records. Lanmark is not required to investigate third-party rights of which it has not been notified and of which it does not have actual knowledge;
- (c) where Lanmark sells the Client Equipment, the proceeds of sale will be applied in the following order: first, against the reasonable costs of removal, storage, transit, secure-disposal of data-bearing media and arranging the sale incurred by Lanmark in connection with Clauses 13.6.3 and 13.6.4; second, against any other outstanding sums owed by the Client to Lanmark under this Schedule and the MSA. Any surplus remaining after that application will be paid to the Client (less Lanmark's reasonable administrative cost of returning the surplus, which may be deducted from the surplus before remittance) or otherwise dealt with in accordance with applicable law;
- (d) Lanmark will not exercise its right under Clause 13.6.3(c) where the Client has raised a genuine and substantiated dispute about the proposed sale or disposal in writing and is actively cooperating with Lanmark on collection of the Client Equipment;
- (e) subject to Clauses 13.6.4(a) to 13.6.4(d), the Client waives any claim against Lanmark for the value of the Client Equipment so sold or disposed of, save for any sum due to the Client by way of surplus under Clause 13.6.4(c).

13.6.5 The Client's first-party payment obligations under Clauses 13.6.2, 13.6.3 and 13.6.4 are separate from, and additional to, the third-party indemnity at Clause 8.1(i).

14. Explicit overrides of the Master Services Agreement

Clause 1.3 of the MSA provides that a Service Schedule prevails over the MSA only in respect of specific service detail and only where the Service Schedule explicitly states an override. The following provisions of this Schedule are explicit overrides of the MSA for the Hosting Service:

- (a) Clauses 5.1 and 5.3 of this Schedule set the Service-specific Service Level position. Where the Service Level failure is attributable to a matter under Lanmark's control, the Client's remedy is investigation, remediation and escalation as set out in Clause 5.3.2. Where the Service Level failure is attributable to the Datacentre Provider's infrastructure or to the Datacentre Provider's failure to meet a published service level commitment, Lanmark's role is to use reasonable endeavours to pass through any remedy available under the Datacentre Provider's terms, or to assist the Client in pursuing such a remedy, as set out in Clauses 5.1.1 and 5.1.2. The Service Levels are targets not guarantees and do not give rise to service credits. This is a Service-specific application of Clauses 17.4 and 18.4 of the MSA;
- (b) Clause 8 of this Schedule sets out a Service-specific indemnity from the Client to Lanmark, limited to third-party claims and regulatory action against Lanmark, and to Lanmark's reasonable costs and expenses incurred in responding, in each case to the extent the claim or action arises from Client-controlled risk in this Service (including inaccurate information, breach of Datacentre Provider rules, unlawful content placed in the in-scope environment, Unmanaged Hosting operational risk above the rack, OS-Managed Hosting risk at the application layer, Co-location physical-care risk, IaaS or Application Hosting Client actions affecting the hosted environment, and failure to remove Client Equipment on termination). The indemnity at Clause 8 is subject to the limitations and exclusions of liability at Clause 18 of the MSA, including the non-excludable carve-outs at Clause 18.1;
- (c) Clause 9 of this Schedule sets out Service-specific disclaimers, including that datacentre operation, hosted infrastructure and hosted applications are not guaranteed to be free of error or interruption, that Lanmark is not a security or threat-detection service for the in-scope environment, and that Lanmark is not liable for Service failure caused by factors outside Lanmark's reasonable control. Clause 9.3 preserves Lanmark's liability for its own breach of an express obligation under the Schedule or the MSA, gross negligence, wilful misconduct, and breach of non-excludable obligations. These disclaimers are the Service-specific operation of Clauses 17.4 and 18 of the MSA;
- (d) Clause 13.3 of this Schedule sets out a Service-specific termination charges position: where the Client terminates the Service before the end of the Initial Term or the then-current Subsequent Term, for any reason other than the Client's right to terminate for Lanmark's material breach, the Client remains liable for the Fees through to the end of that Term, as a primary payment obligation. This reflects the back-to-back Datacentre Provider, Lanmark Equipment and engineering commitments that Lanmark cannot recover on Client early termination. This is a Service-specific application of Clause 20 of the MSA;

- (e) Clauses 13.5 and 13.6 of this Schedule set out the Lanmark Equipment regime and the Client Equipment regime respectively. For Lanmark Equipment, this includes Lanmark's ongoing ownership, the offboarding fallback at Clause 13.5.3, and the Client's liability for a proportionate menu of Fees (replacement cost, repair or remediation cost, investigation cost, or reconfiguration cost) for unauthorised acts in respect of the Lanmark Equipment (Clause 13.5.4). For Client Equipment in Co-location, this includes the Client's obligation to remove the Client Equipment on termination, Lanmark's continued-storage, removal-to-storage and sale-or-disposal options where the Client fails to collect, the safeguards at Clause 13.6.4 (data-bearing media sanitisation chargeable to the Client and applied to the standard adopted by Lanmark in its secure-disposal practice; third-party rights carve-out covering both notified rights and rights of which Lanmark has actual knowledge; sale proceeds waterfall against costs and outstanding sums; surplus paid to the Client; genuine-dispute carve-out), and the Client's first-party payment obligations associated with each.

Save as set out above, this Schedule does not override the MSA. Any provision of this Schedule that conflicts with the MSA without expressly stating an override under this Clause 14 is to be read consistently with the MSA in accordance with Clause 1.3 of the MSA.